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09/662,958	09/15/2000	Ganesh Mani	284355-00003-1	3030

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EXAMINER

HAYES, JOHN W

ART UNIT PAPER NUMBER

3621

DATE MAILED: 09/17/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/662,958

Applicant(s)

MANI, GANESH

**Examiner**

John W Hayes

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 15 July 2004.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-70 and 90-93 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-70 and 90-93 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
 - ☐ Certified copies of the priority documents have been received in Application No. _____.
 - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

Status of Claims

1. Applicant has amended claims 1, 13-19, 26-33, 45-52, 54-55, 64-70, added new claims 90-93 and canceled claims 71-89. Thus, claims 1-70 and 90-93 are the only claims that remain pending.

Response to Arguments

2. Applicant's arguments filed 15 July 2004 have been fully considered but they are not persuasive.

Applicant argues that Lloyd discloses the use of a traditional pen and paper power of attorney which is then converted to an electronic form so it may be included as an attachment to an electronic notice. Applicant further asserts that this is different than the present invention because Lloyd fails to disclose that the power of attorney is not executed as an electronic document. In response to applicant's argument that the references fail to show certain features of applicant's invention, it is noted that the features upon which applicant relies (i.e., power of attorney executed as an electronic document) are not recited in the rejected claim(s). Although the claims are interpreted in light of the specification, limitations from the specification are not read into the claims. See *In re Van Geuns*, 988 F.2d 1181, 26 USPQ2d 1057 (Fed. Cir. 1993). The claims merely state that an electronic power of attorney is established rather than executed. Examiner submits that Lloyd at least meets this limitation of the claims since an electronic power of attorney is "established".

Applicant further argues that there is no teaching, suggestion or incentive to support the combination of Walker and Lloyd. Examiner notes that it is recognized that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, examiner submits that executing powers of attorney have long been known in the business art and are typically used when a first party delegates authority of some kind to a second party

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and allows the second party to act of the first party's behalf. Examiner submits that Lloyd discloses powers of attorney between a borrower and a service company for reasons that would be obvious to anyone having ordinary skill in the art such as allowing the service company to act on the borrower's behalf. Walker et al also disclose a system wherein a user is requesting a service through a third party and examiner submits that executing powers of attorney in this situation would also be obvious to allow anyone to act on behalf of the user. For example, including a power of attorney in the system of Walker would have been obvious for the purpose of allowing experts or agents hired by principals to act on their behalf and render the services requested by those principals.

Claim Rejections - 35 USC § 103

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

4. Claims 1-70 and 90-93 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al, U.S. Patent No. 5,862,223 in view of Lloyd, U.S. Patent No. 4,876,648.

As per **Claims 1, 33 and 52**, A computer [implemented method /readable medium /system having a computer readable medium / data transmission medium containing instructions] for a principal to electronically establish and use an agent (Walker's "expert"; Abstract; Summary of the Invention), said method comprising the steps of

- (a) said principal identifying a service requirement (Fig 1, 6; associated text);
- (b) said principal submitting an electronic request for service (Fig 6; associated text);
- (c) negotiating terms by principal and agent (Fig 7, 8, 16, 30-33; associated text);
- (e) using an electronic device to verify said agent performing said requested service (all above citations).

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Walker does not mention using an electronic power of attorney between principal and agent. However, Lloyd describes a computerized mortgage system where electronic power of attorneys are used between principal and various financial agents (Abstract; Summary of the Invention; Col 7, L64 - Col 8, L6; Col 8, L16-28). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included a power of attorney capability as taught by Lloyd in a system patterned after Walker's, for the purpose of allowing experts or agents hired by principals to act on their behalf and render the services requested by those principals. Such capability would make the system more versatile and therefore more attractive to both potential principals and agents alike.

As per claims 2, 34 and 53, Walker further discloses

- (a) identifying the service requested (Fig 6, associated text);
- (b) providing a database having information relating to available agents (Fig 2, associated text);

and

- (c) connecting an agent able to perform said requested service with said principal (Fig 1, 3, 1518; associated text).

As per claims 3, 35 and 54, Walker further discloses (see all above citations)

- (a) said principal identifying terms and conditions relating to the performance of said requested service; and
- (b) transmitting said terms and conditions to available agents.

As per claims 4, 36 and 55, Walker et al further discloses

- (a) establishing constraints on the performance of said agent (see all above citations).

As per claims 5, 37 and 56, Walker further discloses wherein said constraint is a soft constraint (see all above citations).

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As per claims 6, 38 and 57, Walker further discloses wherein said constraint is a hard constraint (see all above citations).

As per claims 7, 20, 39 and 58, Walker does not disclose
...said step of establishing an electronic power of attorney includes the steps of

- (a) generating a power of attorney document; and
- (b) electronically signing said power of attorney document.

However Walker does disclose using cryptographic methods for signing and authenticating transmission from and to principals and agents alike, to preserve security (Fig 16, 25-28; associated text). Also, Lloyd teaches the use of electronic power of attorneys in his system (see Lloyd citations as per claims 1, 33 and 52 above). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included the claimed features in a system matching principals and agents, so that fraud and security problems would not arise within the system's electronic transmissions.

As per claims 8, 21, 40 and 59, Walker does not disclose
..step of establishing an electronic power of attorney further includes the steps of

- (a) electronically verifying said electronic signature; and
- (b) providing an electronic key that allows said agent to access selected information about said principal electronically.

However Walker does disclose that experts/agents will have access granted to them to principals' private data as needed in the performance of their duties (Fig 23, associated text). Combined with the Lloyd teachings as analyzed for the above set of claims, this would have made it obvious to one ordinarily skilled in the art at the time the invention was made that the claimed limitations would have been included in the system, so that hired agents may have the information they need to adequately perform the duties they were hired for, while preserving the security of the principals' private information at the same time.

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As per claims 9, 22, 41 and 60, Walker further discloses wherein electronic verification is performed by an asymmetric cryptosystem (Fig 16, 26-27; associated text).

As per claims 10, 23, 42 and 61, Walker further discloses wherein electronic verification is performed by a biometric method (Col 10, line 27-29).

As per claims 11, 24, 43 and 62, Walker further discloses said selected information about said principal is stored in an information database and said step of agent performing said requested service includes the steps of

(a) said agent accessing said principal information database (see all above citations); and
(c) said agent reporting completion of said requested service to said principal (see all above citations).

Walker does not disclose

(b) said agent interacting with third parties to perform said requested service

However Lloyd teaches that third parties may be involved in the performance of services of an agent on behalf of a principal((Summary of the Invention; also see all above Lloyd citations). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included these claimed features in the system so that hired agents may use third parties in the performance of their duties, without needing to have the third parties contact the principals themselves, thus saving time and streamlining the whole process.

As per claims 12, 25, 44 and 63, Walker does not discloses wherein said third parties can electronically verify the status of said agent.

However Lloyd does disclose that many third parties will be involved in the performance of specific services on behalf of a principal (Fig 2a-b; associated text). It would have been inherent in Lloyd's system that those third parties would need to be aware of or have access to the status of each of the participants in any transaction they become parties to, in order to establish the mutual trust necessary for

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such transactions. It would have been obvious to one ordinarily skilled in the art at the time the invention was made that this feature would be included in Walker's system as well, in order for third parties to trust the agent they will work with on behalf of the principals the agents represent. Absent such status verification, no trusted cooperation between agents and third parties would ensue.

As per claims 13, 26, 45 and 64, Walker does not disclose

- (a) said agent updating said information database with a status report; and
- (b) said principal accessing said information database.

However, Lloyd does disclose that reports will be generated at every step of a service being rendered on behalf of a principal (Fig 4a-b; associated text). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to include this feature, so that principals may follow the progress of a hired agent, thus making the system more attractive to them.

As per claims 14, 27, 46 and 65, Walker does not disclose

- (a) said agent generating a status report; and
- (b) said agent delivering said report to said principal.

However, Lloyd does disclose these limitations (see above citations). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to include this feature, so that principals may follow the progress of a hired agent, thus making the system more attractive to them.

As per claims 15, 28, 47 and 66, Neither reference discloses

- (a) said principal terminating said power of attorney.

However Lloyd describes the power of attorneys used in his system as "temporary" (see previous "Lloyd citations). Therefore, it means that these documents would be terminated, either when they have served their purpose, after a certain period of time, or in the case of non-performance from the party to whom the power of attorney was granted. It would have been obvious to one ordinarily skilled in the art at the time the invention was made that this feature would be inherent in the system, so that power of

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attorneys may be revoked; such feature is a failsafe mechanism protecting principals in case anything goes wrong with a contract they entered into for service with agents, and would make prospective principals more comfortable with using the service.

As per claims 16, 29, 48 and 67, Neither references discloses

(a) terminating said power of attorney upon said agent violating said terms and conditions or said constraints.

However Lloyd describes the power of attorneys used in his system as "temporary". Therefore it means that these documents would be terminated, either when they have served their purpose, after a certain period of time, or in the case of non-performance from the party to whom the power of attorney was granted. It would have been obvious to one ordinarily skilled in the art at the time the invention was made that this feature would be inherent in the system, so that power of attorneys may be revoked; such feature is a failsafe mechanism protecting principals in case there is non-performance with a contract they entered into for service with agents, and would make prospective principals more comfortable with using the service.

As per claims 90-93, 17-19, 30-32, 49-51 and 68-70, Walker further discloses all the various payment methods recited in these claims {see all above citations):

principal using an electronic device to pay said agent includes the steps of

(a) said principal paying a web site provider for an allotment of agent time; (a) paying said agent a fixed fee;

(a) paying said agent an hourly basis;

(b) deducting the time said agent spent on said step of said agent performing said requested service from said time bank; and

(c) said web site provider paying said agent for said requested service.

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5. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

6. **Examiner's Note:** Examiner has cited particular columns and line numbers in the references as applied to the claims below for the convenience of the applicant. Although the specified citations are representative of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply as well. It is respectfully requested that the applicant, in preparing the responses, fully consider the references in entirety as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the examiner.

7. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

- Paltenghe et al disclose distributed network service and teach wherein a customer requests a service and establishes a power of attorney (0051)
- Janssen et al disclose a system for providing professional services
- Dathi discloses an open system services architecture and teach that a buyer-seller agency may also act for the buyer seller by performing services such as a power of attorney (0119)
- Sudia et al disclose a method for securely using digital signatures for delegating such as a power of attorney (0099)
- Asay et al disclose an electronic transaction system and teach an electronic power of attorney

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8. Any inquiry concerning this communication or earlier communications from the examiner should be directed to John Hayes whose telephone number is (703)306-5447. The examiner can normally be reached Monday through Friday from 5:30 to 3:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jim Trammell, can be reached on (703) 305-9768.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703) 308-1113.

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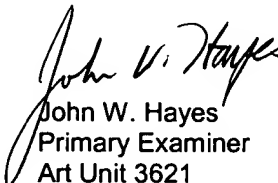
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Hand delivered responses should be brought to Crystal Park 5, 2451 Crystal Drive, Arlington, VA, 7th floor receptionist.


John W. Hayes
Primary Examiner
Art Unit 3621

September 16, 2004